

Contractor doctor: can I sue for a a last-minute contract cancellation?

Dear Contractor Doctor,

I recently won a contract with a major IT company and received a 'confirmation of employment' email from them confirming the day rate and start date. This was direct with a client with whom I interviewed; there was no agency involved.

Having noticed that the start date in the email did not match what I had agreed a matter of minutes earlier (it was a matter of a couple of days difference), I wrote back informing them of the error. I received another email stating that they had agreed to the start date I had originally offered.

Then came the surprise. On the evening before my start date, I found a phone message on my voice mail cancelling the contract.

This was a terrible blow, because I had left a good position in order to take this offer. Can I sue?

Thanks,

Andrew

Contractor Doctor says:

We at ContractorCalculator are shocked by this story--and we thought we'd heard it all. It's bad enough to confirm a contract with a simple email--and you should always in the future obtain a written contract for any assignment--but then to cancel with a mere phone message is truly callous behaviour. No contractor should be treated in this cavalier fashion.

Yes, you should sue. The emails you received are fully sufficient proof of the existence of a contract. And the fact that you interviewed with the company shows that they gave thought to the matter before sending you the emails--meaning that it wasn't some sort of mistake on their part.

Normally a contract should have a termination clause, but yours doesn't, and so standard practice in the industry kicks in which is normally at least 4 weeks. But there is more at stake here, because you left a good job for the position and they've terminated you without even giving you a chance to earn anything. The value of what you've lost is greater than the termination period, and your lawyer should go into calculating damages with you in detail.

Do remember that you have what is called a 'Duty to Mitigate.' This means that you can't just quit work for the entire term of the contract and expect to be paid: the judges will expect you to make a real attempt at finding more work in the meantime.

Good luck with your contracting!

Contractor Doctor

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